

## ADDENDUM B RESIDENTIAL SERVICES AGREEMENT

This Addendum B dated the \_\_\_\_ day of \_\_\_\_\_, 200\_, amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement") dated \_\_\_\_\_, 200\_, between the Fairfax-Falls Church Community Policy and Management Team ("CPMT") or the Fairfax County Department of Family Services, as the case may be, hereinafter referred to as the "Buyer" and \_\_\_\_\_, hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and Addendum B the provisions of Addendum B will control. This Addendum B reflects those services which the Provider agrees to make available to the Buyer. The services for each child placed will be in accordance with that child's Individualized Family Service Plan ("IFSP") and the Provider's treatment plan, or, as the case may be, the Individual Education Plan ("IEP"), with a review of the applicable document within thirty (30) days after placement. Any related services provided as part of the child's IEP shall be for the purpose of providing benefit from the educational program. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

The Provider agrees to provide the initialed services indicated below:

- \_\_\_1. **ROOM & BOARD:** The Provider shall provide each child with sufficient space, safe board, sanitary conditions and the level of supervision necessary to comply with the residential service description in the State Service Fee Directory. Special dietary needs shall be assessed and provided on an individual basis.

The rates for services will be paid for the first day services are provided to the placed child. The rates for services will not be paid for the day of discharge from the services of the Provider.

In the event the child leaves the facility without authorization, for more than seven (7) consecutive calendar days, the Provider must get written authorization from the Buyer's case manager to continue to bill for the placement. In any event, the Buyer will discontinue payment for room and board and other services as of the fourteenth (14) calendar day of the unauthorized absence.

If a child in a residential placement is authorized for a service in an acute care setting, the bed in the residential placement will be held for the child for no more than fourteen (14) calendar days with approval of the Buyer's case manager. Longer holds will be negotiated on a case by case basis, and must be authorized by the FAPT.

- \_\_\_2. **STAFFING:** The Provider agrees to invite the Buyer's case manager of the child/youth, to each quarterly staffing. The child's/youth's family, when deemed appropriate by the case manager of the Buyer and the case manager of the Provider, will also be invited to each child's quarterly staffing.
- \_\_\_3. **REPORTING:** In addition to the written IEP or IFSP indicated in Section 16 of the Agreement for Purchase of Services, the Provider will submit a monthly written report for each child enrolled, to the Buyer's case manager. For children funded under Virginia Medicaid, a copy of the monthly written report submitted to Medicaid should also be submitted to the case manager within the timeframes stipulated by Medicaid. For children funded by CSA, the report should be submitted within 10 days after the end of each month of service, and should include the information outlined in the Agreement for Purchase of Services, Section 16
- \_\_\_4. **INDIVIDUAL COUNSELING/THERAPY:** Individual counseling/therapy shall be provided in accordance with the child's IFSP by a licensed clinician or by an individual supervised by a licensed clinician. The frequency of such counseling/therapy shall be determined on a child specific basis and shall be approved by the case manager of the placing agency prior to its initiation.
- \_\_\_5. **GROUP COUNSELING/ THERAPY:** Group counseling/therapy shall be provided in accordance with the child's IFSP by a licensed clinician trained in group dynamics or by an individual supervised by a

licensed clinician trained in group dynamics. The frequency of such counseling/therapy shall be determined on a child specific basis and shall be approved by the case manager of the placing agency and the FAPT prior to its initiation.

- \_\_6. FAMILY COUNSELING/ THERAPY:** Family counseling/therapy shall be provided in accordance with the child's IFSP by a licensed clinician trained in family counseling/therapy or by an individual supervised by a licensed clinician. The family counseling/therapy shall incorporate family members as appropriate. Counseling with family is to include behavior management techniques that will assist the family in the return of the child to the family, when appropriate. The frequency of counseling/therapy shall be determined on a child specific basis and shall be approved by the case manager of the placing agency prior to its initiation.
- \_\_7. FAMILY VISITATION:** The Provider shall plan and schedule visits of the child with the family, relatives and/or others according to the Provider's treatment plan and with the knowledge and concurrence of the case manager of the placing agency.
- \_\_8. SOCIALIZATION/RECREATION:** Socialization and recreation shall provide individual and group activities designed to enhance learning, provide cultural enrichment, foster reintegration into the community, enhance leadership skills and improve self esteem. Goals to accomplish these specific outcomes will be identified in Individual Recreation Plans (IRPs) developed and documented by the Provider and the case manager of the placing agency for each child. The activities shall be designed to provide fun and pleasure and may include, but are not limited to, outdoor athletics, field trips, games, camping and crafts.
- \_\_9. MEDICAL/ NURSING SERVICES:** Overall medical treatment of the youth is coordinated by the nursing staff or other medically trained staff. Such staff shall provide the scheduling, coordinating, and monitoring of medical treatments, physical examinations, and dental checks. In addition, trained staff shall coordinate and monitor the administration of medications and provide first aid to injured youth. The nursing staff or trained staff person shall conduct regularly scheduled meetings with each youth for the purpose of monitoring the onset of symptoms and reviewing nutritional, hygienic and other regimens which may affect physical health. The services shall be supervised by a medical doctor.
- \_\_10. PAYMENT THROUGH INSURANCE:** The Provider agrees to accept the family's insurance (including CHAMPUS or its equivalent), or Virginia Medicaid or FAMIS for payment of services, provided that the Buyer obtains the permission and signature of the parent or legal guardian of the child. CSA will not fund services covered by the above forms of insurance if that insurance is made available to pay for services.

When all or any portion of the services rendered by the Provider hereunder is covered by a policy of insurance or by CHAMPUS (or its equivalent), Medicaid, or FAMIS, the Provider shall submit claims for such service to the insurance company holding such policies or to CHAMPUS (or its equivalent), as the case may be. The Buyer shall pay the balance remaining due, if any, within forty-five (45) days after the Provider furnishes satisfactory evidence to the Buyer that the payment by the insurance company or CHAMPUS (or its equivalent) is the full amount. If the Provider receives Virginia Medicaid or FAMIS payments for services rendered under this Agreement, such payments shall constitute payment in full for those services.

- \_\_11. PROVIDER MEDICAID SERVICES:** The CPMT requires all providers whose services meet the Virginia Medicaid standards for a "Freestanding Hospital and Residential Treatment Facility Under Age 21" as outlined in the Psychiatric Services Manual to enroll as a Residential Treatment Center (RTC) provider. Medicaid application information is available through:

First Health Services - PEU PO Box 26803 Richmond, VA 23261-6803  
Phone: 1-888-829-5373 (in state toll-free) 1-804-270-5105  
Fax: 1-804-270-7027

If a Medicaid RTC provider, the Provider shall provide the Buyer with its Medicaid number. The Provider shall be responsible for:

- A. Completing and forwarding the Medicaid pre-authorization materials, including the Initial Review form, for each Medicaid eligible child to the DMAS contractor within twenty-four (24) hours of placement or the next business day after admission or after receipt of information from the Buyer
- B. Notifying the Buyer when a child is approved or denied for Medicaid. Such notice is required by fax at (703) 803-7128 within two business days after the Provider receives notice from DMAS that the child is approved or denied.
- C. Developing the Comprehensive Individual Plan of Care for the child within fourteen (14) days of placement, and reviewing every thirty (30) days
- D. Completing the continued stay review forms to the DMAS contractor every thirty (30) days upon receipt of all required documents from the Buyer prior to expiration of the authorization period
- E. Preparing and implementing DMAS billing, attaching the Buyer's Reimbursement Rate Certification form to the billing (HCFA 1500) form on the monthly claim
- F. Ensuring that its physicians and other professionals serving the Buyer's referred clients are also enrolled in Medicaid and providing the Buyer with the Medicaid number of those individuals on staff or under subcontract who provide services to the Buyer's clients
- G. Billing DMAS for other Medicaid covered services, e.g. therapy, pharmacy
- H. Invoicing the CPMT for the non-Medicaid eligible services according to Section 20 of the Agreement for Purchase of Services
- I. Notifying the Buyer when the child no longer meets the Medicaid reimbursement criteria and DMAS no longer authorizes payment for the child. Such notice is required by FAX to (703) 803-7128 within two business days after the Provider receives notice from DMAS that it will no longer make payment.

The Provider is responsible for submitting all Medicaid preauthorization documentation and continuing stay documentation within the time frames required by Medicaid. If a Provider fails to submit this information in a timely manner, in order to receive Medicaid RTC reimbursement, the Provider is financially responsible and shall not be eligible for reimbursement from the Buyer.

The Buyer shall provide the Medicaid number of the child/youth referred, if applicable. When referring a child/youth for Medicaid residential treatment the Buyer's responsibilities are to:

- A. Include a certificate of need from the FAPT dated within 30 days prior to placement, that indicates necessity of placement for residential treatment
- B. Provide a complete copy of DSM-IV diagnosis
- C. Complete the score sheets from the most recent PECFAS/CAFAS (both the Youth Functioning Profile and the Caregiver Functioning Profile) and submit to the Provider as part of the pre-authorization process. The PECFAS/CAFAS shall be completed within ninety (90) days prior to placement and every 3 months thereafter and shall be submitted to the Provider in a timely fashion to enable the Provider to submit "Continued Stay Review" forms to the DMAS contractor prior to the expiration of the authorization period.
- D. Provide a signed rate certification form for each child eligible for Medicaid reimbursement

The Buyer is responsible for providing the certificate of need from the FAPT, a complete copy of the DSM-IV diagnosis, and completed PECFAS/CAFAS in a timely manner to assist the Provider with submission of documentation within the time frames required by Medicaid. Providers should contact the Medicaid Analyst with the County's Federal Reimbursement Unit at (703) 324-7120 to request the above information.

- \_\_12. **TRANSPORTATION:** All transportation to activities within the scope of the service plan is provided. Transportation includes to and from community activities, school trips, recreation/leisure time activities, and other activities necessary in providing for the child's health, emotional and recreational needs. Vehicles will be equipped with a first aid kit, a road safety kit, and seat belts at all times while children

are being transported. Maintenance checks will be performed on vehicles at regular intervals to ensure the safety of children while being transported. The drivers shall be subject to a Department of Motor Vehicles check and all driving licensure requirements.

- \_13. EMERGENCY SERVICES:** Emergency services are programs and supports that are available twenty-four (24) hours/day, 365 days/year that can be accessed immediately and may include crisis stabilization, pre-screening for mental health commitments and emergency mental health assessments. Such services shall be time-limited, supportive, and clear as to purpose and goals.

For certain Providers emergency shelter may be purchased during the 72 hour emergency custody provision of the law as outlined in the Virginia State Social Services Manual. Provision of such service shall be provided on a temporary/emergency basis, up to thirty (30) days and shall include but is not limited to, room and board.

- \_14. ONE-ON-ONE CARE:** One-on-one care is provided to children whose medical, behavioral or emotional condition necessitates close supervision and monitoring which cannot be provided through the regular staff to youth ratios. This supervision shall be designed to provide safety and support through acute periods. Except in emergencies, one-on-one care shall be provided only after discussion with the case manager of the referring agency. It shall be limited to the number of hours approved by the case manager of the referring agency and the Family Assessment and Planning Team. One-on-one care is not to be charged to the Buyer during the sleeping hours of the child, unless otherwise authorized by the Buyer.

- \_15. SUBSTANCE ABUSE/ADDICTION:** Services are provided to assist youth and their families with recovery from substance abuse/addiction. Treatment of the actively substance addicted population shall incorporate a structured program that addresses the addiction and the associated developmental, family, peer and relationship issues. Treatment shall incorporate education, individual and group therapy dealing with abuse/addiction and concomitant problem areas with a strong emphasis on family therapy and the twelve step programs for the development of coping and living skills to prevent relapse. Treatment shall also incorporate the provision of continuing care or referral to appropriate facilities for continuing care services.

- \_16. SEX OFFENSE/ VICTIMIZATION:** Services are provided to assist youth who have committed sex offenses or who have been victimized sexually. The program shall be designed to provide a professional evaluation by a person or facility qualified to evaluate and assess the sex offender youth and/or the sexually abused youth.

- \_17. EDUCATIONAL SERVICES:** The Provider shall meet the educational needs of the child as required by the educational requirements of the Virginia Code. Such services may include public school integration, on-site residential schooling, community-based vocational training, vocational training, alternative education, or special education.

- \_18. TRANSITIONAL SERVICES:** The Provider shall work closely with the child, parents or future custodians of the child, and with the case manager of the placing agency for purposes of planning, counseling/therapy, visits, training, or discharge planning.

- \_19. INDEPENDENT LIVING:** Independent living is to assist the youth to transition into adulthood and to enable him/her to function independently. It may include life skills training/counseling; supervised living; career/vocational counseling; mentor programs; employment related services and any other service that will assist the youth to transition into adulthood.

- \_20. DIAGNOSTIC SERVICES:** Further diagnostic services may be requested by the Buyer from the Provider in addition to those psychological, educational, medical and other diagnostic evaluations provided by the Buyer at the time of admission of the child. In the alternative the Provider may request and will provide additional diagnostic services. The Provider is to utilize the provided data with the

prior approval of the Buyer.

- \_\_21. **APPEARANCES:** It is understood that in the course of the provision of services the Provider's staff may be called upon by the Buyer's case manager to appear for court hearings, CST and FAPT meetings. Information to be provided at such hearings or meetings may include assessments, evaluations, recommended services, the services provided, and the progress resulting from the service interventions. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at the court hearings and meetings. When possible, subpoenas will be provided.
- \_\_22. **OTHER SERVICES:** Services not otherwise provided for herein, but necessary for the care/treatment of the child shall be provided upon the approval of the Buyer and in accord with the child's IFSP, IEP, or other treatment plan.

IN WITNESS THEREOF the parties have caused this Addendum B to be executed by officials hereunto duly authorized.

\_\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_\_  
M. Gail Ledford

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Title

\_\_\_\_\_  
CSA Program Manager

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Date

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Date